

## **ATTACHMENT 2 - OTA MODEL AGREEMENT AND INSTRUCTIONS**

### **Instructions to an Offeror for an Other Transaction Authority (OTA) Award**

The following shall be provided in the OTA volume (Volume 3):

1. The offeror shall provide a completed Other Transaction Agreement filling in all blanks contained in the model agreement as noted.
2. Offerors shall complete Attachments 1 and 3 through 5 as appropriate.

*Note: DARPA is willing to negotiate all terms and conditions in the Offeror's proposed agreement prior to receipt of the proposal. This negotiation may begin immediately upon receipt of proposed agreement.*

OTHER TRANSACTION FOR PROTOTYPE MODEL AGREEMENT

BETWEEN

(INSERT TEAM NAME AND ADDRESS)

AND

THE DEFENSE ADVANCED RESEARCH PROJECTS AGENCY  
3701 NORTH FAIRFAX DRIVE  
ARLINGTON, VA 22203-1714

CONCERNING:

FALCON  
PHASE I – SYSTEM DEFINITION

Agreement No.: MDA972-03-9-XXXX

DARPA Order No.:

Total Estimated Government Funding of the Phase I Agreement: \$

Team's Cost Share/Contribution: \$

Funds Obligated: \$

Authority: 10 U.S.C. 2371 and Section 845 of the 1994 National Defense Authorization Act for Fiscal Year 1994, as amended.

Line of Appropriation: AA

This Agreement is entered into between the United States of America, hereinafter called the Government, represented by The Defense Advanced Research Projects Agency (DARPA), and the (INSERT NAME of TEAM) pursuant to and under U.S. Federal law.

FOR (INSERT TEAM NAME)

FOR THE UNITED STATES OF  
AMERICA THE DEFENSE ADVANCED  
RESEARCH PROJECTS AGENCY

\_\_\_\_\_  
(Signature)  
(Name, Title)

(Date)

\_\_\_\_\_  
(Signature)  
(Name, Title)

(Date)

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## ARTICLE I: SCOPE OF THE AGREEMENT

This article should state your vision for the System Definition phase of the FALCON Program and describe how your proposed program satisfies the statement of objectives. If there are dual or commercial uses of the developed technologies, be sure to include them but discuss the military uses first.

In addition, this article should discuss the way you will interact with the DARPA program team. Suggested wording (i.e., paragraphs used in other DARPA Agreements) for your consideration follows:

“DARPA will have continuous involvement with the Contractor. DARPA will obtain access to program results and certain rights to patents and data pursuant to Articles VIII and IX. DARPA and the Contractor are bound to each other by a duty of good faith and best effort in achieving the program objectives.”

“This Agreement is an ‘other transaction’ pursuant to 10 U.S.C. 2371 and section 845 of the 1994 National Defense Authorization Act, as amended. The Parties agree that the purpose of this Agreement is to acquire the Team's best efforts in development of design concepts and trade-off studies supporting that design. The delivery of this design is a prototype within the meaning of the above-mentioned statute. The Federal Acquisition Regulation (FAR) and Department of Defense FAR Supplement (DFARS) apply only as specifically referenced herein. This Agreement is not intended to be, nor shall it be construed as, by implication or otherwise, a partnership, a corporation, or other business organization.”

Terms such as “Team,” “Team Members” and “program,” etc. should also be defined in this article.

## ARTICLE II: TERM

### A. The Term of this Agreement

This Agreement commences upon the date of the last signature hereon and continues for the duration of the System Definition, Phase I. For planning purposes, the estimated period of performance for Phase I is date of award through 6 months. This agreement will be updated to exercise options for the teams entering into Phase II, Design and Development. Completion criteria for Phase I are defined in Article IV, Payable Event Schedule and Deliverables.

### B. Termination Provisions

Subject to a reasonable determination that this agreement will not produce beneficial results commensurate with the expenditure of resources, either Party may terminate this Agreement by written notice to the other Party, provided that such written notice is preceded by consultation between the Parties. In the event of a termination of the Agreement, it is agreed that disposition of data developed under this Agreement, shall be in accordance with the provisions set forth in Articles IX, Data Rights. The Government and Team will negotiate in good faith a reasonable

and timely adjustment of all outstanding issues between the Parties as a result of termination. Failure of the Parties to agree to a reasonable adjustment will be resolved pursuant to Article VII, Disputes. The Government has no obligation to reimburse the Team beyond the last completed and paid milestone if the Team decides to terminate.

### C. Extending the Term

The Parties may extend by mutual written agreement the term of this Agreement if funding availability and research opportunities reasonably warrant. Any extension shall be formalized through modification of the Agreement by the Agreements Officer and the Team Administrator.

## ARTICLE III: STATEMENT OF OBJECTIVES

This article should also summarize the scope of the work and the business arrangement to which you are committing (as described in detail in this article, Statement of Objectives) by entering into this Agreement.

The Team will include here or reference here their proposed Statement of Work (SOW) in accordance with the guidance provided in the solicitation. This SOW describes the tasks that the Team must accomplish to be successful in this System Definition phase (Phase I). Consider the Government Phase I Statement of Objectives, the overall FALCON program goals and other guidance provided in the solicitation.

## ARTICLE IV: PAYABLE EVENT SCHEDULE AND DELIVERABLES

### A. Payment Schedule

The Team shall perform the work required by Article III and the SOW. The Team shall be paid for each Payable Milestone accomplished and delivered in accordance with the Schedule of Payments and Payable Milestones. The Team shall propose the accomplishment criteria for the milestone events. Both the Schedule of Payments and the Funding Schedule may be revised or modified in accordance with subparagraph C of this article.

### B. Schedule of Payments and Payable Milestones

The Team shall propose milestone accomplishment criteria and deliverables to be incorporated into this agreement. Reference Government provided accomplishments and criteria guidelines provided in solicitation as a starting point for your proposal.

### C. Modifications

1. At any time during the term of the Agreement, progress or results may indicate that a change in the Statement of Objective/SOW and/or the Payable Milestones would be beneficial to the FALCON program objectives. Recommendations for modifications, including justifications to support any changes to the Statement of Objectives/SOW and/or the Payable Milestones, will be documented in a letter and submitted by the Team to the DARPA Program Manager with a copy

to the DARPA Agreement Officer. This letter will detail the technical, chronological, and financial impact of the proposed modification to the research program. Any resultant modification is subject to mutual agreement of the parties. The Government is not obligated to pay for additional or revised Payable Milestones until the Payable Milestones Schedule is formally revised by the DARPA Agreements Officer and made part of this Agreement.

2. The DARPA Program Manager shall be responsible for the review and verification of milestone accomplishment criteria and any recommendations to revise or otherwise modify the Agreement Statement of Objectives/SOW, Schedule of Payments and Payable Milestones, or other proposed changes to the terms and conditions of this Agreement.

3. For minor or administrative Agreement modifications (e.g., changes in the paying office or appropriation data, changes to Government or Team personnel identified in the Agreement, etc.), DARPA shall make these types of changes unilaterally

4. The Government will be responsible for effecting all modifications to this agreement.

#### ARTICLE V: AGREEMENT ADMINISTRATION

Administrative and contractual matters under this Agreement shall be referred to the following representatives of the parties:

DARPA: Mr. James B. Troutman, Agreements Officer, Tel: (703) 696-2408

Team: (INSERT NAME) (INSERT TITLE) (INSERT TELEPHONE NUMBER)

Technical matters under this Agreement shall be referred to the following representatives:

DARPA: Dr. Steve Walker, Program Manager, Tel: (703) 696-2377

Team: (INSERT NAME) (INSERT TITLE) (INSERT TELEPHONE NUMBER)

Either party may change its representatives named in this Article by written notification to the other party. The Government will effect the change as stated in subparagraph C.4 of Article IV above.

#### ARTICLE VI: OBLIGATION AND PAYMENT

##### A. Obligation

The Government's liability to make payments to the Team is limited to only those funds obligated under this Agreement or by amendment to the Agreement. DARPA may obligate funds to the Agreement incrementally.

##### B. Payments

1. The following information shall be included on each invoice:

- Agreement Number
- Invoice Number
- A description of services performed
- Quantity of service received or performed
- The time of period covered by the invoice
- Terms of Payment
- Payment Office
- Amount claimed

2. The Team shall document each Payable Milestone by submitting deliverables in accordance with the Payable Milestone Schedule and Accomplishment Criteria. The Team shall submit an original and one (1) copy of all invoices to the Agreements Officer for payment approval. After written verification of the accomplishment of the Payable Milestone by the DARPA Program Manager, and approval by the Agreements Officer, the invoices will be forwarded to the payment office within fifteen (15) calendar days of receipt of the invoices at DARPA. Payment approval for the final Payable Milestone will be made after reconciliation. Payments will be made by Defense Accounting Office, DFAS, Attention: Vendor Pay, 8899 East 56<sup>th</sup> Street, Indianapolis, IN 46249-1325 within fifteen (15) calendar days of DARPA's transmittal. Subject to change only through written Agreement modification, payment shall be made via electronic funds transfer to the Contractor's address set forth below:

3. Bank Account of Payee:

- Bank:
- Address:
- Routing Transit Number:
- Depositor Account Title:
- Depositor Number:

4. Financial Records and Reports: The Team's relevant financial records associated with this Agreement are not subject to examination or audit by the Government, except as noted below, since the confirmed accomplishment of the appropriate milestone completes the obligation of both parties.

5. Comptroller General Access to Records: To the extent that the total government payments under this Agreement exceed \$5,000,000, the Comptroller General, at its discretion, shall have access to and the right to examine records of any party to the agreement or any entity that participates in the performance of this agreement that directly pertain to and involve transactions relating to, the agreement for a period of three (3) years after final payment is made. This requirement shall not apply with respect to any party to this agreement or any entity that participates in the performance of the agreement, or any subordinate element of such party or entity, that has not entered into any other agreement (contract, grant, cooperative agreement, or "other transaction") that provides for audit access by a government entity in the year prior to the date of this agreement. This paragraph only applies to any record that is created or maintained in

the ordinary course of business or pursuant to a provision of law. The terms of this paragraph shall be included in all sub-agreements to the Agreement.

## ARTICLE VII: DISPUTES

### A. General

The Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Article.

### B. Dispute Resolution Procedures

1. Any disagreement, claim or dispute between the Government and the Team concerning questions of fact or law arising from or in connection with this Agreement, and, whether or not involving an alleged breach of this Agreement, may only be raised under this Article.

2. Whenever disputes, disagreements, or misunderstandings arise, the Parties shall attempt to resolve the issue(s) involved by discussion and mutual agreement as soon as practicable. In no event shall a dispute, disagreement or misunderstanding which arose more than three (3) months prior to the notification made under subparagraph B.3 of this Article constitute the basis for relief under this article unless the Director of DARPA in the interests of justice waives this requirement.

3. Failing resolution by mutual Agreement, the aggrieved Party shall document the dispute, disagreement, or misunderstanding by notifying the other Party (through the DARPA Agreements Officer) in writing of the relevant facts, identify unresolved issues, and specify the clarification or remedy sought. Within five (5) working days after providing notice to the other Party, the aggrieved Party may, in writing, request a joint decision by the DARPA Director, Contract Management Office, and Representative of the Team (“Team Representative”). The other Party shall submit a written position on the matter(s) in dispute within thirty (30) calendar days after being notified that a decision has been requested. The Director, Contract Management Office and the Team Representative shall conduct a review of the matter(s) in dispute and render a decision in writing within thirty (30) calendar days of receipt of such written position. Any such joint decision is final and binding.

4. In the absence of a joint decision, upon written request to the Director of DARPA, made within thirty (30) calendar days or upon unavailability of a joint decision under subparagraph B.3 above, the dispute shall be further reviewed. The Director of DARPA may elect to conduct this review personally or through a designee or jointly with a representative of the other Party who is a senior official of the Party. Following the review, the Director of DARPA or designee will resolve the issue(s) and notify the Parties in writing. Such resolution is not subject to further administrative review and, to the extent permitted by law, shall be final and binding.

## ARTICLE VIII: PATENT RIGHTS

### A. Definitions

1. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.
2. "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.
3. "Practical application" means to manufacture, in the case of a composition of product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is capable of being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.
4. "Subject invention" means any invention of a Team Member conceived or first actually reduced to practice in the performance of work under this Agreement.

### B. Allocation of Principal Rights

The Team shall retain the entire right, title, and interest throughout the world to each subject invention consistent with this Article and 35 U.S.C. § 202. With respect to any subject invention in which the Team retains title, DARPA shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced on behalf of the United States the subject invention throughout the world. Notwithstanding the above, the Team may elect to provide full or partial rights that it has retained to Team Members or other parties.

### C. Action to Protect the Government's Interest

1. The Team agrees to execute or to have executed and promptly deliver to DARPA all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Consortium elects to retain title and to enable the Government to obtain patent protection throughout the world in that subject invention.
2. The Team shall include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under Agreement No. MDA972-03-9-XXXX awarded by DARPA. The Government has certain rights in the invention."

### D. Lower Tier Agreements

The Team shall include this Article, suitably modified, to identify the Parties, in all subcontracts or lower tier agreements, regardless of tier, for experimental, development, or research work.

### E. Reporting on Utilization of Subject Inventions

The Team agrees to submit a final report on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Team or its licensees or assignees. The report shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Team subcontractor(s), and such other data and information as the agency may reasonably specify. The Team also agrees to provide additional reports as may be requested by DARPA in connection with any march-in proceedings undertaken by DARPA in accordance with paragraph G of this Article. Consistent with 35 U.S.C. § 202(c)(5), DARPA agrees it shall not disclose such information to persons outside the Government without permission of the Team.

#### F. Preference for American Industry

Notwithstanding any other provision of this Article, the Team agrees that it shall not grant to any person the exclusive right to use or sell any subject invention in the United States or Canada unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention shall be manufactured substantially in the United States or Canada. However, in individual cases, the requirements for such an agreement may be waived by DARPA upon a showing by the Team that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that, under the circumstances, domestic manufacture is not commercially feasible.

#### G. March-in Rights

The Team agrees that, with respect to any subject invention in which it has retained title, DARPA has the right to require the Team, an assignee, or exclusive licensee of a subject invention to grant a non-exclusive license to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Team, assignee, or exclusive licensee refuses such a request, DARPA has the right to grant such a license itself if DARPA determines that:

1. Such action is necessary because the Team or assignee has not taken effective steps, consistent with the intent of this Agreement, to achieve practical application of the subject invention;
2. Such action is necessary to alleviate health or safety needs that are not reasonably satisfied by the Team, assignee, or their licensees;
3. Such action is necessary to meet requirements for public use and such requirements are not reasonably satisfied by the Team, assignee, or licensees; or
4. Such action is necessary because the agreement required by paragraph (I) of this Article has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such Agreement.

## ARTICLE IX: DATA RIGHTS

***Limited Rights in all data delivered under this System Definition phase (Phase I) agreement is desired if the Team is proposing a cost-share arrangement for this phase. In that case, the Government will use this information for FALCON program uses only. Additional rights shall be required in following phases that are retroactive back to the System Definition phase (Phase I) for successful Teams. The following standard Government Data Rights Article is offered as a point of departure in this case.***

***However, if no Team cost-share is proposed, the Government desires Government Purpose Rights in all data generated under this Phase I agreement.***

### A. Definitions

1. "Government Purpose Rights", as used in this article, means rights to use, duplicate, or disclose Data, in whole or in part and in any manner, for Government purposes only, and to have or permit others to do so for Government purposes only.
2. "Unlimited Rights", as used in this article, means rights to use, duplicate, release, or disclose, Data in whole or in part, in any manner and for any purposes whatsoever, and to have or permit others to do so.
3. "Data", as used in this article, means recorded information, regardless of form or method of recording, which includes but is not limited to, technical data, software, trade secrets, and mask works. The term does not include financial, administrative, cost, pricing or management information and does not include subject inventions included under Article VIII.
4. "Limited rights" as used in this article means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party.

### B. Allocation of Principal Rights

1. This Agreement is performed with mixed Government and Team funding. The Parties agree that in consideration for Government funding, the Team intends to reduce to practical application items, components and processes developed under this Agreement.
2. The Team agrees to retain and maintain in good condition until (INSERT NUMBER OF YEAR) (\_\_\_) years after completion or termination of this Agreement, all Data necessary to achieve practical application. In the event of exercise of the Government's March-in Rights as set forth under Article VIII or subparagraph B.3 of this article, the Team, acting through its Team Lead, agrees, upon written request from the Government, to deliver at no additional cost to the Government, all Data necessary to achieve practical application within sixty (60) calendar

days from the date of the written request. The Government shall retain Unlimited Rights, as defined in paragraph A above, to this delivered Data.

3. The Team agrees that, with respect to data necessary to achieve practical application, DARPA has the right to require the Team to deliver all such data to DARPA in accordance with its reasonable directions if DARPA determines that:

(a) Such action is necessary because the Team or assignee has not taken effective steps, consistent with the intent of this Agreement, to achieve practical application of the technology developed during the performance of this Agreement;

(b) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Team, assignee, or their licensees; or

(c) Such action is necessary to meet requirements for public use and such requirements are not reasonably satisfied by the Team, assignee, or licensees.

4. With respect to data delivered pursuant to Attachment 3, Reports (and listed below), the Government shall receive Government Purpose Rights, as defined in paragraph A above. With respect to all Data delivered, in the event of the Government's exercise of its right under subparagraph B.2 of this article, the Government shall receive Unlimited Rights.

#### C. Marking of Data

Pursuant to paragraph B above, any data delivered under this Agreement shall be marked with the following legend:

“Use, duplication, or disclosure is subject to the restrictions as stated in Agreement MDA972-03-9-XXXX between the Government and the Team.”

#### D. Lower Tier Agreements

The Team shall include this Article, suitably modified to identify the Parties, in all subcontracts or lower tier agreements, regardless of tier, for experimental, developmental, or research work.

### ARTICLE X: FOREIGN ACCESS TO TECHNOLOGY

***(NOTE: It is DARPA's intention to restrict this technology from flowing overseas without approval to ensure the economic and security issues have been resolved prior to any release. If the offerors desire proposed changes to this article they should explain the rationale completely.)***

This Article shall remain in effect during the term of the Agreement and for five years thereafter.

#### A. Definitions

“Foreign Firm or Institution” means a firm or institution organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes, for purposes of this Agreement, any agency or instrumentality of a foreign government; and firms, institutions or business organizations that are owned or substantially controlled by foreign governments, firms, institutions, or individuals.

“Know-How” means all information including, but not limited to discoveries, formulas, materials, inventions, processes, ideas, approaches, concepts, techniques, methods, software, programs, documentation, procedures, firmware, hardware, technical data, specifications, devices, apparatus and machines.

“Technology” means discoveries, innovations, Know-How and inventions, whether patentable or not, including computer software, recognized under U.S. law as intellectual creations to which rights of ownership accrue including, but not limited to, patents, trade secrets, maskworks, and copyrights developed under this Agreement.

## B. General

The Parties agree that research findings and technology developments in (INSERT TYPE OF TECHNOLOGY) technology may constitute a significant enhancement to the national defense, and to the economic vitality of the United States. Accordingly, access to important technology developments under this Agreement by Foreign Firms or Institutions must be carefully controlled. The controls contemplated in this Article are in addition to, and are not intended to change or supersede, the provisions of the International Traffic in Arms Regulation (22 CFR pt. 121 et seq.), the DoD Industrial Security Regulation (DoD 5220.22-R) and the Department of Commerce Export Regulation (15 CFR pt. 770 et seq.)

## C. Restrictions on Sale or Transfer of Technology to Foreign Firms or Institutions

1. In order to promote the national security interests of the United States and to effectuate the policies that underlie the regulations cited above, the procedures stated in subparagraphs C.2, C.3, and C.4 below shall apply to any transfer of Technology. For purposes of this paragraph, a transfer includes a sale of the company, and sales or licensing of Technology. Transfers do not include:

- (a) sales of products or components, or
- (b) licenses of software or documentation related to sales of products or components, or
- (c) transfer to foreign subsidiaries of the Contractor for purposes related to this Agreement, or
- (d) transfer which provides access to Technology to a Foreign Firm or Institution which is an approved source of supply or source for the conduct of research under this Agreement provided that such transfer shall be limited to that necessary to allow the firm or Institution to perform its approved role under this Agreement.

2. The Team shall provide timely notice to the Government of any proposed transfers from the Team of technology developed with Government funding under this Agreement to Foreign Firms

or Institutions. If the Government determines that the transfer may have adverse consequences to the national security interests of the United States, the Team, its vendors, and the Government shall jointly endeavor to find alternatives to the proposed transfer which obviate or mitigate potential adverse consequences of the transfer but which provide equivalent benefits to the Team.

3. In any event, the Team shall provide written notice to the DARPA Program Manager and Agreements Officer of any proposed transfer to a foreign firm or institution at least sixty (60) calendar days prior to the proposed date of transfer. Such notice shall cite this Article and shall state specifically what is to be transferred and the general terms of the transfer. Within thirty (30) calendar days of receipt of the Team's written notification, the DARPA Agreements Administrator shall advise the Team whether it consents to the proposed transfer. In cases where the Government does not concur or sixty (60) calendar days after receipt and the Government provides no decision, the Team may utilize the procedures under Article VII, Disputes. No transfer shall take place until a decision is rendered.

4. Except as provided in subparagraph C.1 above and in the event the transfer of Technology to Foreign Firms or Institutions is approved by the Government, the Team shall (a) refund to the Government funds paid for the development of the Technology and (b) negotiate a license with the Government to the Technology under terms that are reasonable under the circumstances.

#### D. Lower Tier Agreements

The Team shall include this Article, suitably modified, in all subcontracts or lower tier Agreements, for experimental, developmental, or research work.

#### ARTICLE XI: CIVIL RIGHTS ACT

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000-d) relating to nondiscrimination in employment.

#### ARTICLE XII: GOVERNMENT FURNISHED EQUIPMENT PROPERTY, INFORMATION FACILITIES AND SERVICES

The government does not anticipate the need for any Government Furnished Equipment/Property/Information in the performance of this agreement.

The following Government Equipment property, information facilities, and services shall be provided upon the written approval of the cognizant contracting officers:

(Offeror will list all desired GFE, GFP, GFI, GFF, and GFS.)

## **STATEMENT OF WORK**

**(Initial Program Plan)**

**Task 1:**

## **REPORT REQUIREMENTS**

### **A. QUARTERLY REPORT**

On or before ninety (90) calendar days after the effective date of the Agreement and quarterly thereafter throughout the term of the Agreement, ABC shall submit or otherwise provide a quarterly report. Two (2) copies shall be submitted or otherwise provided to the DARPA Program Manager, one (1) copy shall be submitted or otherwise provided to the DARPA Agreements Officer, and one (1) copy shall be submitted or otherwise provided to DARPA/(INSERT PROGRAM OFFICE), Attn: Assistant Director for Program Management. The report will have two (2) major sections.

**1. Technical Status Report.** The technical status report will detail technical progress to date and report on all problems, technical issues, major developments, and the status of external collaborations during the reporting period.

**2. Business Status Report.** The business status report shall provide summarized details of the resource status of this Agreement, including the status of ABC contributions. This report will include a quarterly accounting of current expenditures as outlined in the Annual Program Plan. Any major deviations, over plus or minus 10%, shall be explained along with discussions of the adjustment actions proposed. The report will also include an accounting of any interest earned on Government funds. ABC is reminded that interest in amounts greater than \$250 per year is not expected to accrue under this Agreement. In the event that this interest does accrue on Government funds, ABC is required to provide an explanation for the accrual in the business report. Depending on the circumstances, the Payable Milestones may require adjustment.

### **B. ANNUAL PROGRAM PLAN DOCUMENT**

ABC shall submit or otherwise provide to the DARPA Agreements Officer's Representative and DARPA Agreements Officer one (1) copy each of a report which describes the Annual Program Plan as described in Article III, Section B. This document shall be submitted not later than thirty (30) calendar days following the Annual Site Review as described in Article III, Section B.

### **C. SPECIAL TECHNICAL REPORTS**

As agreed to by ABC and the DARPA Agreements Officer's Representative, ABC shall submit or otherwise provide to the DARPA Agreements Officer's Representative and DARPA Agreements Officer one (1) copy each of special reports on significant events such as significant target accomplishments by ABC, significant tests, experiments, or symposia.

### **D. PAYABLE MILESTONES REPORTS**

ABC shall submit or otherwise provide to the DARPA Agreements Officer's Representative and DARPA Agreements Officer documentation describing the extent of accomplishment of Payable Milestones. This information shall be as required by Article V, paragraph B and shall be

sufficient for the DARPA Agreements Officer’s Representative to reasonably verify the accomplishment of the milestone of the event in accordance with the Statement of Work.

**E. FINAL REPORT (NOTE: The Final Report is included in the last Payable Milestone for the completed Agreement)**

1. ABC shall submit or otherwise provide a Final Report making full disclosure of all major developments by ABC upon completion of the Agreement or within sixty (60) calendar days of termination of this Agreement. With the approval of the DARPA Agreements Officer’s Representative, reprints of published articles may be attached to the Final Report. Two (2) copies shall be submitted or otherwise provided to the DARPA Agreements Officer’s Representative, one (1) copy shall be submitted or otherwise provided to the DARPA Agreements Officer, and one (1) copy shall be submitted or otherwise provided to DARPA/(INSERT PROGRAM OFFICE), Attn: Assistant Director for Program Management. One (1) copy shall be submitted to the Defense Technical Information Center, Attn: DTIC-BCS, 8725 John J. Kingman Road, Suite 0944, Fort Belvoir, VA 22060-0944.

2. The Final Report shall be marked with a distribution statement to denote the extent of its availability for distribution, release, and disclosure without additional approvals or authorizations. The Final Report shall be marked on the front page in a conspicuous place with the following marking:

“DISTRIBUTION STATEMENT B. Distribution authorized to U.S. Government agencies only to protect information not owned by the U.S. Government and protected by a contractor’s “limited rights” statement, or received with the understanding that it not be routinely transmitted outside the U.S. Government. Other requests for this document shall be referred to DARPA/Technical Information Officer.”

**F. EXECUTIVE SUMMARY**

ABC shall submit a one to two page executive-level summary of the major accomplishments of the Agreement and the benefits of using the “other transactions” authority pursuant to 10 U.S.C. § 2371 upon completion of the Agreement. This summary shall include a discussion of the actual or planned benefits of the technologies for both the military and commercial sectors. Two (2) copies shall be submitted to the DARPA Agreements Officer.

## SCHEDULE OF PAYMENTS AND PAYABLE MILESTONES

| <u>TASK</u> | <u>MONTH</u> | <u>PAYABLE MILESTONES</u> | <u>DARPA</u><br><u>PAYMENT</u> | <u>ABC</u><br><u>PAYMENT</u> |
|-------------|--------------|---------------------------|--------------------------------|------------------------------|
|-------------|--------------|---------------------------|--------------------------------|------------------------------|

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## FUNDING SCHEDULE

**A. PROJECTED PROGRAM FUNDING COMMITMENTS**

|               | <u>DARPA<br/>Funding</u> | <u>ABC<br/>Contribution</u> |
|---------------|--------------------------|-----------------------------|
| FY 0*         | \$                       | \$                          |
| FY 0*         | \$                       | \$                          |
| <b>TOTALS</b> | <b>\$ _____</b>          | <b>\$ _____</b>             |

DARPA funding shall be applied toward the following expenses: **(list types of expenses)**.

**B. ABC CONTRIBUTION**

| <u>Total Contribution</u> | <u>Cash*</u> | <u>In-kind**</u> |
|---------------------------|--------------|------------------|
| \$                        | \$           | \$               |

\***Cash** contributions consist of ... **(list types of contributions)**.

\*\***In-kind** contributions consist of ... **(list types of contributions but also include the basis for determining the in-kind value)**.

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